

STANDARD CONDITIONS OF SALE – SPECIFIC ANNEX

APPLYING TO THE SALE OF NEW HELICOPTERS AND ASSOCIATED SERVICES

A1 – GENERAL

This Specific Annex is applicable to the sale of all types of new Helicopters and optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software and services provided to the Customer with the Helicopter(s).

A2 – DELIVERY

A2-1 Incoterms

Products shall be delivered Ex Works (EXW INCOTERMS® 2010 edition) at the Seller's facility specified in the relevant Purchase Order, in fly-away condition, unpacked and tanks empty. If no facility is specified, delivery shall be EXW Seller's facility in Fort Erie, ON, Canada.

A2-2 Delivery time

Products and associated Services shall be delivered in accordance with the contractual delivery schedule.

A3 – TRAINING AND TECHNICAL ASSISTANCE

A3-1 Training

A3-1-1 General

The Seller shall provide at no additional cost pilot and technician training for each Helicopter delivered under the conditions stipulated in articles A3-1-2 and A3-1-3 below. These training sessions may be organized by the Seller or an approved and certified Customer Center or sub-contractor, and will be conducted at the location designated by the Seller.

This training shall be completed at the latest as follows:

- For the pilots: at the time of delivery of the last Helicopter to the Customer under the Contract.
- For the technicians: no later than six (6) months after delivery of the last Helicopter to the Customer under the Contract.

The Customer shall lose the benefit of this training if it fails to send its personnel at the date agreed upon with the Seller according to the above mentioned deadlines.

If the Customer decides not to fully or partially take part in the training, no credit will be granted by the Seller.

The following expenses shall be borne by the Customer:

- Coverage of ground and in-flight risks incurred by its personnel and risks arising from the civil liability of its personnel,
- Travelling expenses from the Customer's location to the place of training and back,
- Living and travelling expenses in the country where the training takes place.

Training services as defined in articles A3-1-2 and A3-1-3 hereunder can be rendered only to pilots and technicians meeting specific pre-requisites in terms of experience and qualification, notably a minimum for the pilots of, at least, five (5) flight hours as a helicopter pilot in command is required within the last twelve (12) months. Additional prerequisites are described in the Seller's training syllabus (hereinafter referred to as "Training Syllabus") made available to the Customer by the Seller prior to the signature of the Contract, upon request.

The Customer shall be responsible for the compliance by the trainees of the pre-requisites relevant to the courses applied for. The registration of each trainee will be done in preference using the "on line" form before entering the course. The Seller reserves the right to refuse to train any pilot or technician not meeting those requirements or to provide additional training and/or professional translation services as required, at prevailing rates.

The Customer shall be responsible for loss of and damage to Seller's property and to Customer's Products, at all times while at Seller's facilities, except for cases of gross negligence or wilful misconduct of the Seller.

Personal information required from the Customer's representatives in order to be granted access to the Seller's premises shall be forwarded by the Customer to the Seller at least four (4) weeks prior to their date of arrival.

A3-1-2 Pilot training

The Seller will provide theoretical and practical training as set up in the relevant type rating course published by the Seller. Depending on pilots' prior experience and qualifications, training will be delivered in accordance with the appropriate "difference" course.

The training provided for H120, H125, H130, AS355, H135/H135 Helionix®, H145 and EC145 Helicopters will be an initial type rating for single pilot Visual Flight Rules (VFR) operation.

The training provided for AS365, H155, H175 and H225 Helicopters, will be an additional type rating for Instrumental Flight Rules (IFR) operation if the pilots are already IFR qualified; if not, the training will be limited to VFR. The additional type rating course provides the knowledge and skills necessary to acquire a new type rating on another helicopter type on the same group (single engine turbine or multi-engine turbine) on which the pilot is currently rated.

Should an initial type rating course or additional modules such as multi-engine one be required, the cost difference between the additional type rating course and the initial type rating course or the additional module(s) shall be borne by the Customer.

Training will be delivered to pilots holding a valid helicopter license (Part FCL or equivalent), a valid flying medical certificate and fluent in English (International Civil Aviation Organisation Level 4 as a minimum) or in the chosen language of the courses. Should the need for an interpreter arise, the costs of the said interpreter shall then be borne by the Customer, as well as the related costs if the course duration has to be extended.

The training will be provided:

- In English for all Helicopters, or
- In French for Helicopters manufactured by Airbus Helicopters (SAS) except H175.

The training provided under the rules mentioned here above includes the following for the respective Helicopter purchased:

- Single engine Helicopters
 - Single pilot VFR type rating for one (1) pilot. Approximately six (6) days in duration including up to six (6) flight hours.
- AS355
 - Single pilot VFR type rating for one (1) pilot. Approximately twelve (12) days in duration including up to nine and a half (9.5) flight hours.
- H135 and EC145
 - Single pilot VFR type rating for two (2) pilots. Approximately fifteen (15) days in duration including, per pilot, up to nine (9) flight hours (*).
- H135 Helionix® and H145
 - Single pilot VFR type rating for two (2) pilots. Approximately eighteen (18) days in duration including, per pilot, up to ten (10) flight hours (*).
- AS365
 - Single pilot VFR type rating with IFR extension training for two (2) pilots. Approximately four (4) weeks in duration including, per pilot, up to twelve (12) flight hours (*).

- H155
 - Single pilot VFR type rating with IFR extension training for two (2) pilots.
Approximately four (4) weeks in duration including, per pilot, up to nine and a half (9.5) hours on simulator and six and a half (6.5) flight hours (*).
- H175
 - Type rating – IFR - multi pilot - multi engine turbine - for two (2) pilots.
Approximately five (5) weeks in duration including, per pilot, up to thirteen (13) hours on simulator and five (5) flight hours, and eight (8) Flight and Navigation Procedure Trainer (FNPT) hours (*).
- H225
 - Single pilot VFR type rating with multi pilot IFR extension training for two (2) pilots.
Approximately five (5) weeks in duration including, per pilot, up to twenty and a half (20.5) hours on simulator and six and a half (6.5) flight hours (*).

(*) the two (2) pilots will attend the same ground course; if the Customer purchases more than one (1) Helicopter of the same type, the Seller will propose an optimisation of the ground course attendance.

For training planned with simulation, if a flight simulator is not available and/or simulator training is not in accordance with the regulations of Customer's national civil aviation authorities, simulator flight hours will be replaced by Helicopter flight hours for a specific duration.

Flight training shall be performed on the Helicopter(s) purchased by the Customer following the acceptance and the transfer of ownership. These flights will be conducted under the responsibility of a Seller's pilot acting as pilot in command. In such a case, the Seller shall be liable except in case of gross negligence or wilful misconduct of the Customer.

During the flight training conversion performed at the Seller's premises, the Seller will be in charge of the O level maintenance operations on the Helicopter, and all further maintenance operations shall be the responsibility of the Customer. Any spares used during the training flights and not covered by the warranty will be invoiced to the Customer.

Reasonable insurance coverage of risks arising from training flights will be included in the Seller's insurance policy. The Seller will inform the Customer at its request of the extent of such coverage.

A3-1-3 Technician training

The Seller will organize either in Canada, USA, France or Germany a ground training course for Customer's confirmed technicians and depending on the number and type of Helicopters purchased as follows:

- H120
 - Airframe type rating training for one (1) maintenance technician; approximately three (3) weeks in duration.
- H125 or H130
 - Airframe type rating training for one (1) maintenance technician; approximately four (4) weeks in duration.
- AS355
 - Airframe type rating training for one (1) maintenance technician; approximately four (4) weeks in duration.
 - Avionics type rating training for one (1) maintenance technician; approximately four (4) weeks in duration.
- H135 Helionix® or H145
 - Airframe type rating training for two (2) maintenance technician (*); approximately five (5) weeks in duration.
 - Avionics type rating training for one (1) maintenance technician; approximately four (4) weeks in duration
- H135, EC145, AS365, H155, H175 or H225
 - Airframe type rating training for two (2) maintenance technician (*); approximately five (5) weeks in duration.
 - Avionics type rating training for one (1) maintenance technician; approximately five (5) weeks in duration.

(*) in the same course; if the Customer purchases more than one (1) Helicopter of the same type, the Seller will propose an optimisation of the ground course attendance.

The training will be provided:

- In English for all Helicopters, or
- In French for Helicopters manufactured by Airbus Helicopters (SAS) except H175.

The training will be provided to Customer's technicians proficient and fluent in the chosen language of the courses (Test of English for International Communication (TOEIC): score of 605 – 780

recommended, score of 405 - 600 required as a minimum, or equivalent). Should the need for an interpreter arise, the costs of the said interpreter shall then be borne by the Customer, as well as the related costs if the course duration has to be extended.

The schedule, dates and languages of the courses will be mutually agreed upon no later than six (6) months prior to delivery of the first Helicopter to the Customer or at the date of the signature of the Contract if the delivery time is less than six (6) months.

The engine training for the Customer's airframe technicians will be provided under similar conditions for one (1) maintenance technician per Helicopter engine for a period of approximately five (5) additional days in duration at one of the following locations to be confirmed by Seller:

- For Turbomeca engines: at the Tarnos school in France or at any Turbomeca approved or affiliated training center, or possibly at the Seller's premises for training performed at Airbus Helicopters subject to Seller's confirmation.
- For Pratt & Whitney engines: at Pratt & Whitney's training center, or at any other approved training center location.

A3-2 On site Technical Assistance – Secondment of the Seller's personnel

To complement its training and assist the Customer during the initial period of operation of the Helicopters, the Seller agrees to provide, at no additional cost and at a date to be agreed upon, per Helicopter ordered:

- For the H120, H125, H130, AS355, H135/H135 Helionix®, H145 and EC145 Helicopters: one (1) factory trained technical representative for a total duration of two (2) man/weeks
- For the AS365, H155 and H175 Helicopters: one (1) factory trained technical representative for a total duration of four (4) man/weeks
- For the H225 Helicopters: one (1) factory trained technical representative for a total duration of eight (8) man/weeks

The Seller's technical representatives fluent in English or in French will remain subject to their national labour regulations. They will only be available for five (5) working days per week and without exceeding eight and half (8:30) hours per day and forty one and half (41:30) hours per week.

This on-site support shall be provided at the Customer's choice:

- Either at the time of the first basic inspection, or
- At any given time chosen by the Customer, but no later than fifteen (15) months after acceptance of the last Helicopter delivered to the Customer under the Contract.

If the Customer fails to avail itself of this service within the time limits outlined above, it shall lose the benefit of this service.

If the Customer decides not to take full or partial benefit of the technical assistance, no credit will be granted by the Seller.

The following expenses for the on-site support technical representatives shall be borne by the Customer:

- Travelling expenses to the Customer's location and back,
- Transport expenses within the Customer's country when on duty, including travel expenses from their place of residence to their place of work and back.

A4 – TECHNICAL PUBLICATION

A4-1 Initial technical publication

The Seller provides the Customer with the following technical publication at the delivery of the Helicopter:

- At no additional costs as long as the Helicopter is in operation:
 - One (1) interactive electronic support O.R.I.O.N. (Optimized Reader for Internet and Other Networks) with the documentation necessary for the maintenance of the Helicopter and for the identification of parts for operation and routine servicing, for each Helicopter delivered to the Customer.
The Customer has access through e-TechPub on Keycopter to:
 - O.R.I.O.N. Online for reading only
 - O.R.I.O.N. Light Online for download
 - One (1) hard copy of the Flight Manual, for each Helicopter delivered to the Customer.
 - An access to Technical Information Publication on Internet (T.I.P.I.) for :
 - The Service Bulletins;
 - The Master Servicing Manual and the Maintenance Review Board Report (if applicable).

The Flight Manual shall be consistent with the agreed configuration of the Helicopter delivered to the Customer.

- o At no additional cost for three (3) years:
 - The Customer has access to the technical publication through e-TechPub on Keycopter to: one (1) electronic support of the Component Maintenance Manual (CMM online) with the documentation necessary for the maintenance of the components installed on the Customer's Helicopter and for which the suppliers have granted copyrights to the Seller, for each Helicopter delivered to the Customer.

The Seller reserves the right to change the support (media) of the technical publication notably according to technology evolution.

The technical publication is initially provided at the latest available revision level. Customization of the technical publication due to new equipment or installations specific to the Customer will be provided:

- o For maintenance technical publication: within four (4) months after delivery of the first Helicopter to the Customer,
- o For identification technical publication: within an estimated eight (8) to nine (9) months, but no later than twelve (12) months, after delivery of the first Helicopter to the Customer.

Technical publication of the Customer's Helicopter shall be provided by the Seller in English.

Engine manufacturer' technical publication shall be delivered under its responsibility at the Customer's location given in the Contract, the benefits of which the Seller hereby assigns to the Customer which hereby acknowledges and accepts such assignment.

A4-2 Updates

The Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updates of O.R.I.O.N. and of the Flight Manual.

The master servicing manual, the maintenance review board report (if applicable) and the SBs will be updated on the Seller's current website.

The Seller reserves the right to change the support (media) of the updates of the technical publication in particular depending on technological developments.

In order for the Seller to be in a position to fulfil its obligations, the Customer undertakes to notify the Seller of any change either in the Customer's address or in the owner's name if the Helicopter has been sold in the interim; in this latter case, the Seller is entitled to apply an entrance fee to be paid by the new owner.

The Seller also hereby assigns engine technical publication updates to the Customer:

- o For Turbomeca's engine (s) the technical publication is updated at no additional cost by Turbomeca for a period of three (3) years after the delivery of each Helicopter to the Customer.
- o For Pratt & Whitney's engine (s) the technical publication is updated at no additional cost by Pratt & Whitney for a period of two (2) years after the delivery of each Helicopter to the Customer.

A5 – GRADUATION OF THE INSTRUMENTS, MARKINGS AND EXTERIOR FINISH

A5-1 Graduation of the instruments

The flight instruments shall be graduated in either metric or English units as stipulated in the Contract and depending on the choices offered in the Seller's corresponding Helicopter type specification for the ordered Helicopter.

A5-2 Markings

Unless otherwise stated in the corresponding Helicopter type specification, the markings made on the interior and exterior identification plates and tags are proposed:

- o In English for all Helicopters, or
- o In French for Helicopters manufactured by Airbus Helicopters, or
- o In German for Helicopters manufactured by Airbus Helicopters Deutschland GmbH.

The Customer shall provide instructions to the Seller upon signature of the Contract.

A5-3 Exterior finish and interior upholstery

Detailed instructions concerning:

- o The external paint scheme of the airframe,
- o The colours of the interior upholstery and if necessary the selected type of upholstery,

shall be provided to the Seller at the latest one (1) month after signature of the Contract, based on samples provided by the Seller.

A5-4 National emblems and registration

At Customer's request National emblems and/or registrations can be painted by the Seller on the airframe prior to delivery. In such a case, the Customer shall be required to provide detailed instructions with the paint scheme at the latest one (1) month after signature of the Contract.

The Customer shall be liable for and hold the Seller harmless against any infringement of third party rights in the provision of instructions regarding emblems, markings, signs or registration.

A6 – STC ON HELICOPTER

For the specific equipment with a STC mentioned in the Contract, the Seller shall be responsible for the integration of such equipment on the Helicopter and the third party STC holder of the product shall retain full responsibility for the type design definition of its own products (configuration, definition, necessary changes and continuing airworthiness).